

FILED

2010 OCT 19 PM 3:29

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION

DANIEL CERAJEWSKI, )  
                        )  
                        )  
PLAINTIFF,           )  
                        )  
vs.                   )  
                        )  
AEGIS RECEIVABLES MANAGEMENT, INC. )      Cause Number: 2 10 CV 414  
                        )  
                        )  
DEFENDANT.           )

**COMPLAINT AND DEMAND FOR JURY TRIAL - INDIVIDUAL**

Plaintiff, Daniel Cerajewski (hereinafter referred to as "Mr. Cerajewski"), on behalf of herself, by counsel, Michael P. McIlree, for his Complaint against the Defendant, Aegis Receivables Management, Inc. ("Aegis"), alleges and state the following:

**INTRODUCTION**

1. This is an action for damages brought by the Plaintiff, ("Mr. Cerajewski"), for the Defendant's violations of the Federal FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692, *et seq.* (hereinafter referred to as "FDCPA") which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices.

**JURISDICTION**

2. This Court has jurisdiction over the claims in this matter pursuant to 15 U.S.C. § 1692.

## PARTIES

3. Mr. Cerajewski is an individual consumer currently residing in Lake County, Indiana.

4. Aegis Receivables Management Inc. is a collection agency whose principal place of business is located in the state of Texas. Aegis regularly collects debts nationwide including the State of Indiana.

5. Aegis Receivables Management Inc. is a debt collector as defined by 15 U.S.C. § 1692a(6). Defendant regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

## FACTUAL ALLEGATIONS

6. On or about December 30, 2009, Defendant sent a letter to Plaintiff regarding an alleged consumer debt obtained for personal, family or household purposes.

7. Plaintiff sent a dispute pursuant to 15 U.S.C. §1692g to Defendant.

8. Defendant failed to provide verification of the alleged debt as required by the Fair Debt Collections Practice Act.

9. In fact, Defendant continued phone communications from on numerous dates in January of 2010 and thereafter.

10. Defendant, by its' conduct has violated the FDCPA.

11. Defendant has violated 15 U.S.C. §1692d.

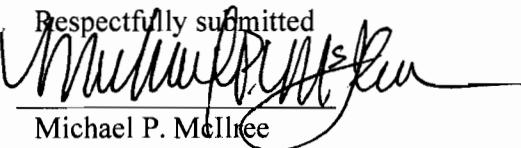
12. Defendant has violated 15 U.S.C. §1692e.

13. Defendant has violated 15 U.S.C. §1692f.

14. Defendant has violated 15 U.S.C. §1692g.

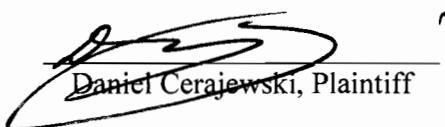
WHEREFORE, plaintiff requests that the Court enter judgment in his favor against the Defendant for:

1. Mr. Cerajewski's actual damages.
2. The maximum amount of statutory damages provided under the FDCPA.
3. Attorney's fees, litigation expenses and costs.
4. Such other and further relief as is appropriate.

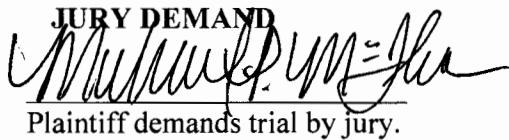
Respectfully submitted  
By   
Michael P. McIlree

**VERIFICATION**

I declare that the statements contained in the Complaint are true and accurate to the best of my knowledge and belief.



Daniel Cerajewski, Plaintiff

**JURY DEMAND**  
  
Plaintiff demands trial by jury.

**Michael P. McIlree, #19847-45**  
**Attorney at Law**  
**821 E. Lincolnway, Ste. 1**

**Valparaiso, IN 46383**  
**Tel: (219) 548-1800**  
**Fax: (219) 548-5905**  
**Attorney for Plaintiff**



Personal and Confidential



DANIEL CERAJEWSKI  
7421 MISSISSIPPI ST  
MERRILLVILLE IN 46410-4832



Aegis Receivables Management Inc.  
An Aegis Communications Company  
Formerly Known as Global Vantage Inc.

1-866-398-8243

Date: December 30, 2009

( Please call me with alternative payment options at:  
(Home) \_\_\_\_\_ (Work) \_\_\_\_\_



Aegis Receivables Management Inc.  
Attn: Payment Processing  
PO Box 165869  
Irving, TX 75016-5869

Check your preferred option:  
 Enclosed is payment in full

Total Amount Due: \$1,161.92

▼ Detach Here ▼

Please return top portion with payment.

▼ Detach Here ▼

Creditor ► SERVICE MERCHANTISE

Account Number ► [REDACTED]

Balance ► \$1,161.92

Dear Daniel Cerajewski:

"Your SERVICE MERCHANTISE account has been purchased by, NCO PORTFOLIO MANAGEMENT and placed with Aegis Receivables Management Inc. for collection. Please address all inquiries regarding this account to Aegis Receivables Management Inc..

Your outstanding balance is \$1,161.92 and it is important that you remit this amount to avoid further collection efforts. Please make your check payable to Aegis Receivables Management Inc. and send to the address listed below.

If you are unable to make the payment in full, the creditor is willing to accept a settlement of 40% of the total balance due, which is \$464.77 as of the date of this letter. Please note that this settlement amount will change if the total balance due changes. This offer does not cancel nor override your rights set forth below.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, we will assume that this debt is valid. If you notify us of any such dispute in writing within 30 days from receiving this notice, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy. If you request in writing within 30 days after receiving this notice we will provide you with the name and address of the original creditor if different from the current creditor.

**This is an attempt to collect a debt and any information obtained will be used for that purpose.  
This communication is from a debt collector.**

All check payments received grant us the right to process the check electronically. Also, your returned check may be collected electronically if it is returned for insufficient or uncollected funds.

**Please see Privacy Policy enclosed**

### ***Privacy Notice***

Calls may be monitored or recorded  
for quality assurance.

NCO PORTFOLIO MANAGEMENT, INC.,  
NCOP Financing, Inc., NCOP Services, Inc.,  
NCOP Holdings, LLC, NCOP Nevada Holdings, Inc.,  
Creditrust SPV2, LLC, Creditrust SPV 99-2, LLC,  
NCOP Capital Inc., Creditrust SPV98-2, LLC,  
Creditrust Funding I, LLC, NCOP I, Inc.,  
NCOP II, Inc., NCOP III, Inc., NCOP IV, Inc.,  
NCOP V, Inc., NCOP VI, Inc., NCOP VII, Inc.,  
NCOP VIII, LLC, NCOP/CF, LLC,  
NCOP Lakes, Inc., Creditrust SPV99-1, LLC,  
NCOP/Marlin, Inc., InoVision Capital, LLC,  
Inovision-Medclr NCOP Ventures, LLC,  
Inovision-Medclr-NCOP-NF, LLC,  
Inovision-Medclr-NCOP-I, LLC,  
NCOP-AN, LP, NCOP-BAR, LP, NCO Capital I, LLC,  
NCOP Capital II, LLC, NCOP-CF-MED, LLC,  
IMNV Holdings, LLC,  
Inovision Medclr Portfolio Group, LLC,  
NCOP-CVI-Marlin, LLC, Medclr, Inc., Inovision, Inc.,  
Integrated Capital, A NCOP Company, LLC,  
and Inovision, A NCOP Company, LLC,  
Medclr Hospital Portfolios, LLC.

Dear Consumer:

At NCO Portfolio Management, Inc., and its affiliated companies listed above (collectively, the "Account Owners" or "we"), protecting the confidentiality and security of our account holders' information has always been an important part of the way we conduct our business. On the back of this letter you will find our Privacy Notice which will provide you with information to help you understand how we handle the non-public personal information about you that we obtain from time to time.

This Privacy Notice is being sent to you on behalf of each of the Account Owners. To ensure that this important information reaches all of our account holders, we are mailing a copy of this letter to each account holder. If your account has been settled, the balance has been paid, the balance has been disputed, or if you have filed for bankruptcy protection, the status of your account shall not change as a result of this notice. If you are an account holder on more than one of our accounts, you may receive more than one letter regarding this Privacy Notice.

~~Please review the Privacy Notice contained on the back of this letter for an explanation of the Account Owners' policies and procedures regarding the use of non-public, personal information.~~

We are required under certain State laws to notify consumers of those states of specific rights. This is not a complete list of the rights consumers have under Federal and State law.

**IF YOU LIVE IN CALIFORNIA THIS APPLIES TO YOU**

Pursuant to the California Civil Code please notify us within a reasonable time of any change in your name, address or employment.

**IF YOU LIVE IN COLORADO THIS APPLIES TO YOU**

**FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE  
[www.coloradoattorneygeneral.gov/ca](http://www.coloradoattorneygeneral.gov/ca)**

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

**IF YOU LIVE IN MASSACHUSETTS THIS APPLIES TO YOU**

**NOTICE OF IMPORTANT RIGHTS**

**YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.**

**IF YOU LIVE IN MINNESOTA THIS APPLIES TO YOU**

**This collection agency is licensed by the Minnesota Department of Commerce.**

**IF YOU LIVE IN NEW YORK CITY THIS APPLIES TO YOU**

This collection agency's New York City Department of Consumer Affairs license number is 1283580.

**IF YOU LIVE IN NORTH CAROLINA THIS APPLIES TO YOU**

**NC Department of Insurance Permit No. 101610, 7831 Glenroy Rd, Suite 350 Minneapolis, MN 55439.**

**IF YOU LIVE IN TENNESSEE THIS APPLIES TO YOU**

This collection agency is licensed by the Collection Services Board of the Department of Commerce and Insurance.

**IF YOU LIVE IN WISCONSIN THIS APPLIES TO YOU**

**This collection agency is licensed by the Division of Banking, P.O. Box 7876, Madison, Wisconsin 53707.**

**EXHIBIT B**

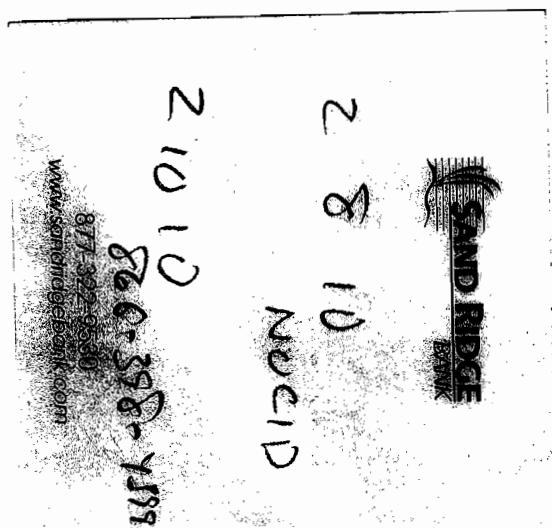
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Aegis Receivables Management, Inc.  
P.O. Box 165869  
Irvine, Tx. 75016-5869

Aegis Account # [REDACTED]

I dispute the validity of the alleged debt. I request verification of the alleged debt.

Daniel J. Cerajewski  
7421 Mississippi St.  
Merrillville, In. 46410-4832



Customer Copy

\*\*\*\*\*  
 \*\*\*\*\*  
 YOUR OPINION COUNTS

TELL US ABOUT YOUR RECENT  
 POSTAL EXPERIENCE

<https://postalexperience.com/Pos>  
 Go to:

HELP US SERVE YOU BETTER  
 \*\*\*\*\*  
 \*\*\*\*\*  
 Thank you for your business  
 Refunds for guaranteed services only  
 All sales final on stamps and postage

Clerk:19  
 B111#1000401551022

1-800-ASK-USPS.  
 Other information call  
 shipping labels with postage. For  
 USPS.com/ClickNShip to print  
 call 1-800-Stamp24. Go to  
 Order stamps at USPS.com/shop or

Paid by: Cash Change Due:  
 \$20.00 -\$14.46

Total: \$5.54  
 =====

Issue PVI: \$5.54  
 =====

Label #: 7007302000326114754  
 Certified Card) \$2.80

Return Rcpt (Green \$2.30  
 0.50 oz.

Letter Zone-5 First-Class  
 Irving TX 75016 \$0.44

Product Sales Receipt Final  
 Description Qty Price  
 =====

Sales Receipt Final  
 =====

01/14/2010 (800)275-8777 10:45:18 AM  
 1740350410-0096

464105433  
 MERRELLVILLE, Indiana

MERRILLVILLE BRANCH  
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<b>CERTIFIED MAIL RECEIPT</b>	
(Domestic Mail Only. No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 10.44
Certified Fee	\$2.89
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.40
Total Postage & Fees	\$ 15.54
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